have been unable to satisfy ourselves that the act can be said to be any less against the will of the woman, than when it is extorted by threats or force." Judge COOLEY in *Crosswell* v. *People,* 13 Mich. 427. The only argument advanced in the principal case in support of the interpretation put upon the statute is based upon the use of the words, "or by the accused in collusion with her husband." But this argument involves the unwarranted assumption that the legislature could not or would not, in one statute, throw over the two classes of women its protection against the two related forms of wrong. Given that assumption, the clause in question shows that the legislature was dealing with married women, and hence not with unmarried women. But, discarding that assumption, the clause means nothing but the familiar abundance of caution. In view of the inherent unsoundness of the ruling in the principal case, and in view of the fact that it was unnecessary to the disposition of the case, it is entitled to very little weight as an authority.

DAMAGES—MISTAKE IN TRANSMITTING TELEGRAM.—Paintiff sent a message offering to buy cotton seed at $20.00, but the telegraph company delivered to the addressee a messsage offering to buy at $22.00. The addressee placed the seed in cars for delivery. Plaintiff, after discovering mistake, paid for the amount contracted for at $22.00 and brought suit against the defendant company, claiming as damages the excess of $2.00 per ton. *Held,* plaintiff was only entitled to nominal damages or amount tendered therefore by defendant, to-wit, 41 cents. *Mt. Gilead Cotton Oil Co.* v. *Western Union Telegraph Co.* (N. C. 1916), 89 S. E. 21.

The court in this case relied on *Pegram* v. *Telegraph Co.,* 100 N. C. 28, 6 S. E. 770, 6 Am. St. Rep. 557, in which case the court stated that the telegraph company was not the agent of the sender and the latter was not bound by the terms of a telegram in which a material alteration was made through the negligence of the company. Following such reasoning, the plaintiff in the principal case was not bound to accept the seed at $22.00 and ought not to recover the excess as damages. This doctrine is supported by *Pepper* v. *Tel. Co.,* 87 Tenn. 554, 11 S. W. 783, 4 L. R. A. 660, 10 Am. St. Rep. 669; *Shingleur* v. *Tel. Co.,* 72 Miss. 1030, 18 So. 425, 30 L. R. A. 444, 48 Am. St. Rep. 604; *Strong* v. *Tel. Co.,* 18 Ida. 389, 109 Pac. 910, 30 L. R. A. N. S. 409, Ann. Cas. 1912A 55; *Postal Tel. Cable Co.* v. *Shaefer etc.,* 110 Ky. 907; *Postal Tel. Co.* v. *Akron Cereal Co.,* 23 Oh. Cir. Ct. Rep. 516. A Canadian case, *Lane* v. *Montreal Tel. Co.,* 7 U. C. C. P. 23, is also in accord with the principal case. In *Ayer* v. *Western Union Tel. Co.,* 79 Me. 493, 10 Atl. 495, the court upheld the view that the company was the agent of the sender and since the latter chose this means of communication he was liable to the addressee who accepted the offer as altered by the company. This seems to be the weight of authority in the United States. *Western Union Tel. Co.* v. *Victor G. Bloede Co.,* 127 Md. 344, 96 Atl. 685; *Western Union Tel. Co.* v. *Shotter,* 71 Ga. 760; *Western Union Tel. Co.* v. *Flint River Lumber Co.,* 114 Ga. 576, 88 Am. St. Rep. 36, 40 S. E. 815; *Postal Tel. Cable Co.* v. *Lathorp,* 131 Ill. 575; *Fisher* v. *W. Union Tel. Co.,* 119 Ky. 885; *Ashford* v.

Schoop, 81 Mo. App. 539; *Saveland* v *Green,* 40 Wis. 431; *Washington &c. Tel. Co.* v. *Hobson,* 15 Gratt. 122; *Tyler* v. *Western Union Tel. Co.,* 60 Ill. 421, 12 Am. Rep. 38; *Haubelt Brothers* v. *Rea & Page Mill Co.,* 77 Mo. App. 672.

ESTATES—DEVISE OF CONTINGENT REMAINDER.—A. M. M. by deed conveyed property to his brother A. J. M. in trust to pay the income therefrom to A. M. M. for life, and should A. M. M. leave children or grandchildren, the principal to go to them at A. M. M.'s death, but should A. M. M. die without child or grandchild living, then to A. J. M. in fee. A. J. M. died in 1894 after having made a will wherein (after having made some minor bequests), he devised all the rest and residue of his estate, "whether in possession, remainder, or reversion, or in expectancy" to his wife. A. M. M. died in 1915 without child or grandchild. *Held,* the contingent remainder in A. J. M. passed by his will, though he died before the contingency happened. *Myers* v. *McClurg* (Md. 1916), 98 Atl. 491.

From the cases cited in argument of the principal case it seems that attorneys often fail to distinguish between contingent remainders where the person to take is uncertain and contingent remainders where the event is uncertain. *L'Armour* v. *Rich,* 71 Md. 369, 18 Atl. 702; *Cherbonnier* v. *Goodwin,* 79 Md. 55, 28 Atl. 894. Where the person is uncertain, as in a gift to A with remainders to such children of A as should be living at a definite future day, it has been held that no one of A's children before that day should have a devisable interest *Doe d. Calkin* v. *Tomkinson,* 2 M. & S. 165, 105 Eng. Rep. 344, an early case, followed by the majority of courts in this country, which following *Jones* v. *Roe,* 3 T. R. 88, 1 H. Bl. 30, 100 Eng. Rep. 470, 126 Eng. Rep. 20 have allowed a contingent remainder-man to devise his remainder when the uncertainty was as to the event and not as to the person. *Morse* v. *Propcr,* 82 Ga. 13, 8 S. E. 625; *Collins* v. *Smith,* 105 Ga. 525, 31 S. E. 449; *Jenkins* v. *Bonsal,* 116 Md. 629, 82 Atl. 229; *Ingilby* v. *Amcotts,* 21 Beav. 585; *Loring* v. *Arnold,* 15 R. I. 428, 8 Atl. 335; *Clark* v. *Cox,* 115 N. C. 93, 20 S. E. 176; *Kenyon* v. *See,* 94 N. Y. 563; *Barnitz* v. *Casey,* 7 Cranch 469, 3 L. Ed. 403; *Winslow* v. *Goodwin,* 7 Metc. (Mass.) 363. Some courts, however, have failed to distinguish between the two sorts of cases and have held that a contingent remainder is devisable though it is uncertain as to the person who is to take. *Rembert* v. *Evans,* 86 S. C. 445, 68 S. E. 659; *Allen* v. *Watts,* 98 Ala. 384, 11 So. 646; *Young* v. *Young,* 89 Va. 675, 23 L. R. A. 642 (dictum). Provided, of course, that if the event upon which the contingent estate was to vest never happens and becomes impossible of happening, any attempt that has been made to devise it is without force or effect. *Eckle* v. *Ryland,* 256 Mo. 424, 165 S. W. 1035. See article in 9 Col. L. Rev. 546.

EVIDENCE—EFFECT OF HEARSAY UNDER WORKMEN'S COMPENSATION ACT.—Plaintiff sued under the Workmen's Compensation Act to recover for the death of her intestate, an ice-wagon driver employed by defendant company. Plaintiff claimed that the death resulted from injuries received by decedent